

DEC 13 2005

1 **MICHAEL W. DOTTS, ESQ.**  
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3 **Second Floor, Nauru Building**  
4 **P.O. Box 501969**  
5 **Saipan, M.P. 96950-1969**  
6 **Tel. No.: (670) 234-5684**  
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For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

5 **Attorneys for Plaintiff Maria Hellene Jebeln**

6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE**  
8 **NORTHERN MARIANA ISLANDS**

9 **MARIA HELLENA JEBEHN,**

9 **CIVIL ACTION NO.03-0027**

10 **Plaintiff,**

10 **DECLARATION IN**  
11 **SUPPORT OF MOTION FOR**  
12 **RECONSIDERATION OF**  
13 **ORDER GRANTING**  
14 **DANILO T. AGUILAR'S**  
15 **MOTION TO WITHDRAW**  
15 **AS ATTORNEY OF RECORD**

11 **v.**

12 **JOSEPH JOHN HERRERA;**  
13 **ALOHA COUNCIL BOY SCOUTS OF**  
14 **AMERICA, INC.; and BOY SCOUTS**  
15 **OF AMERICA, INC.,**

14 **Defendants.**

14 **Date : February 9, 2006**

15 **Time : 9:00 a.m.**

16  
17 I, Michael W. Dotts, declare as follows:

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19 1. I am an attorney licensed to practice in the Commonwealth of the Northern  
20 Mariana Islands. I represent Plaintiff Maria Hellene Jebeln in the above captioned matter. I  
21 make this declaration upon personal knowledge.

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24 2. On September 10, 2004, Plaintiff and Defendant Joseph John Herrera entered into  
25 a Settlement and Release. On September 13, 2004, the Court dismissed the action, but retained  
26 jurisdiction to enforce the terms of the Settlement if necessary.

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ORIGINAL

1       3.     A demand for payment dated November 17, 2005 was sent to Mr. Aguilar,  
2 Defendant Herrera's counsel, whereby it was stated that if no payment was made by Herrera,  
3 Plaintiff would be forced to enforce the settlement agreement with the Court. *See Exhibit A.*

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5       4.     Mr. Aguilar informed Plaintiff that Mr. Herrera had already left for the United  
6 States. He informed Plaintiff of his intent to withdraw but said he would file a motion so that  
7 Plaintiff's motion to enforce the settlement could be heard at the same time. Plaintiff was served  
8 notice of the motion to withdraw only after the Court had already granted the motion, to the  
9 prejudice of Plaintiff.

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12       5.     This Declaration supports Plaintiff's Motion for Reconsideration of Order  
13 Granting Danilo T. Aguilar's Motion to Withdraw as Attorney of Record.

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16       I declare upon penalty of perjury under the laws of the Commonwealth of the Northern  
17 Mariana Islands and the United States of America that the foregoing is true and correct to the  
18 best of my knowledge and belief, and that if called upon to testify, I could and would testify  
19 competently and in accordance herewith. Executed on Saipan, CNMI, this 12 day of  
20 December, 2005.

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MICHAEL W. DOTTS  
(F0150)

11/17/05

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November 17, 2005

**GUAM OFFICE**  
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**Delivered by Hand**

Danilo T. Aguilar  
 1st floor San Jose Court Bldg.  
 P.O. Box 505301  
 Saipan, MP 96950

***Re: Jebehn v. Herrera***

Dear Mr. Aguilar:

Joseph John Herrera is not in compliance with the payment terms of the settlement. *See enclosed Summary of Payments.*

The Settlement Agreement entered on September 10, 2004 provides for a settlement amount of \$21,000.00, payable in monthly installments of \$350.00 due on the first business day of the month, plus 4.5 % interest per annum and a 10% late payment fee. However, Mr. Herrera's payments have been less than \$350.00 a month since March 14, 2005 to the present. In addition, many of his payments were late. As of November 17, 2005, the amount in arrears is \$1,075.00.

Demand is hereby made for the sum of \$1,075.00. Please have your client make payment to this office within 30 days from the date of this notice. Otherwise, we will be forced to enforce the terms of the settlement agreement in the District Court.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Sincerely,

  
 Michael W. Dotts